

#8653

VOLUNTARY AGREEMENT

Made this 6th of July, 1999, by and between

WASHINGTON PARK HOTEL ASSOCIATION
1/2 DOUBLETREE HOTEL PARK TERRACE

Represented by General Manager

Tina Milosevic

1515 Rhode Island Avenue, N.W.

Washington, D.C. 20005

("Applicant")

and

JEFFERY BROOKE

1523 O Street, N.W.

Washington, D.C. 20005

("Protestant")

MEREDITH DE HART

1528 O Street, N.W.

Washington, D.C. 20005

("Protestant")

WHEREAS, Applicant's application for reissuance of a Retailer's Class "CH" License (App. No. 8653) is pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

WHEREAS, Jeffery Brooke and Meredith De Hart are recognized by the Board as protestants in said case; and

WHEREAS, Applicant and protestants mutually desire to resolve said protest;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and subject to the approval of this Agreement by the Board, the parties agree as follows:

1. Applicant will constantly monitor any parking in the alley to the rear of the Doubletree Hotel by its employees, utilizing disciplinary action as well as strict towing enforcement (attachment).
2. Applicant will contact all of its early morning vendors and request that they submit in writing that they will not deliver goods until after 8:00 a.m. unless suitable arrangements can be made for delivery through the front Rhode Island

Avenue, N.W. entrance or from a designated street loading zone and "walked" quietly to the kitchen door. Any vendor arriving prior to 8:00 a.m. will not drive trucks into the alley system.

3. Applicant will contact all vendors who utilize large or extra large trucks and advise them to park on 15th Street in the loading zone area.
4. Applicant will pursue a mutually advantageous agreement with the Jana Corporation t/a Quality Hotel (1315 16th Street, N.W.) for trash management and control. The following arrangements will be pursued with a licensed trash hauler:
 - a. Applicant will share two trash compactors with the Quality Hotel under an agreement between
 - b. Applicant and the Quality Hotel.
 - (1) The compactors will be located on property owned by the Quality Hotel where hotel dumpsters currently are located.
 - (2) Separate compactors will be provided for cardboard and for general trash.
 - (3) A deodorant accessory will be included in the compactor contract.
 - (4) Compactors will be removed and emptied as required so as to prevent the collection of uncontrolled trash in the area.
 - (5) Trucks used for transporting the compactors will be single axle trucks.
 - (6) Dumpsters currently used by the applicant and located partially on public space will be removed.
 - (7) Compactor area will be secured to prevent access by unauthorized individuals.
 - (8) Compactor area will be maintained free of trash, food waste, and other debris. Applicant will monitor the area daily.
 - (9) No collection will occur prior to 9:00 a.m.
 - (8) (Attachments)
 - c. Recycling containers for glass, plastic, and metals for both the applicant and the Quality Hotel will be located in a secure, fenced area at the rear of the Doubletree Hotel (applicant). Trucks collecting these items will be single axle trucks. No collection will occur prior to 9:00 a.m. The recycling bin area will be maintained free of trash, food waste, and other debris. Applicant will monitor the area daily.
5. Applicant will install, if available, a 10-foot tall fence at the rear of the Doubletree Park Terrace Hotel. Otherwise, Applicant will install a eight-foot tall fence. This fence will extend from the garage entrance to the fenced parking area behind the outdoor walled patio area. This fence will screen recycling bins from public view

and will partially screen cooling equipment currently located on I-beam platforms.

6. Applicant has installed timers on cooling equipment located on I-beam platforms at the rear of the hotel. These timers will be set so that cooling equipment will not be in operation during late evening hours.
7. Applicant, in good faith agrees that, at time of replacement of cooling equipment currently located on I-beam platforms at the rear of the hotel, Applicant will assess the feasibility of relocating replacement units to a roof location.
8. Applicant will continue to work closely and in good faith with the residential representatives to address the above concerns as well as any new concerns which may arise in the future.


In consideration of, and reliance upon, the foregoing commitments, and with the understanding that the stated conditions will be made part of Applicant's license, protestants hereby agree to withdraw their protest to the Applicant's Application Number 8633.

The Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for protestants to petition the Board for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513 or for violation of this Agreement. Protestants agree to notify Applicant in writing of any alleged violation of this Agreement and shall afford Applicant fourteen (14) calendar days to correct, or to begin to correct, the violation, prior to notifying the Board.


This Agreement shall not preclude protestants from exercising any other rights under the ABC statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures:


for Applicant
WASHINGTON PARK HOTEL ASSOCIATION
va DOUBLETREE HOTEL PARK TERRACE


for Protestants
JEFFERY BROOKE


for Protestants
MEREDITH DE HART


Print Name
July 6 1999
Date

JEFFERY S. BROOKE
Print Name
July 6, 1999
Date

Meredith L. De Hart
Print Name
July 6, 1999
Date

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Washington Park Hotel Association
t/a Doubletree Hotel Park Terrace

Application for a Retailer's Class
CH License (renewal)
at premises
1515 Rhode Island Avenue, N.W.
Washington, D.C.

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) Case No. 8653-99002P
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Jeffrey Brooke and Meredith DeHart, Protestants

Alison Butts, General Partner, on behalf of Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA ABBOTT, MEMBER
ALLEN BEACH, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
MAX SALAS, MEMBER
JOSEPH WRIGHT, MEMBER**

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on November 25, 1998, in accordance with D.C. Code Section 25-115 (c)(5)(1999 Supp.), providing for the protestants to be heard. Jeffrey Brooke and Meredith DeHart filed timely opposition by a joint letter dated November 28, 1998.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 6, 1999, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned.

Accordingly, it is this 22nd day of September 1999, **ORDERED** that:

1. The protests of Jeffrey Brooke and Meredith DeHart, be, and the same hereby, are **WITHDRAWN**;


**Washington Park Hotel Association
t/a Doubletree Hotel Park Terrace
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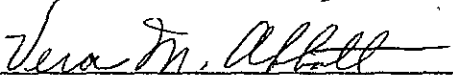
2. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;

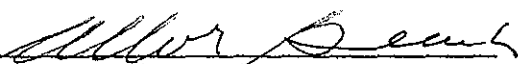
3. The application of Washington Park Hotel Association t/a Doubletree Hotel Park Terrace for a retailer's class CH license (renewal) at premises 1515 Rhode Island Avenue, N.W., be, and the same hereby, is **GRANTED**; and,

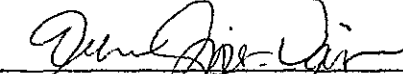
4. Copies of this Order shall be sent to the Protestants and the Applicant.

**District of Columbia
Alcoholic Beverage Control Board**



Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Allen Beach, Member


Ellen Oppenheimer, Esquire, Member


Max Salas, Member


Joseph Wright, Member